



The Comptroller General
of the United States

Washington, D.C. 20548

CXCCO

Decision

Matter of: West End Welding and Fabricating

File: B-225427

Date: December 31, 1986

DIGEST

Late bid may be considered for award where it was received at the government installation in sufficient time to be delivered to the contracting officer on time, but was delivered late due to the agency's failure to follow its normal delivery procedures.

DECISION

West End Welding and Fabricating (West End) protests that the Department of the Navy improperly accepted a late bid submitted by McGrail Equipment Company, Inc. (McGrail), in response to invitation for bids (IFB) No. N00197-86-B-0088.

We deny the protest.

The IFB was issued by the Naval Ordnance Station, Louisville, to procure metal containers and, as amended, required that mailed bids be received by the contracting officer by 3 p.m. on October 14, 1986. At bid opening the Navy received 11 bids, and West End's \$241,200 bid was low. At 9:30 a.m., the following day, the contracting officer received a bid of \$212,000 from McGrail, and after investigating the facts surrounding the submission of McGrail's bid determined it could be accepted.

McGrail's bid was sent by United States Postal Service Express Mail and was received by the base security guard house at 9:47 a.m. on October 13, a federal holiday. The Navy reports that the issuing installation has special procedures established for processing Express Mail received on holidays and at other than normal business hours. According to these procedures, when Express Mail is received in the guard house outside normal business hours it is held there until the next business day when, between 7:30 a.m. and 8 a.m. the security guards notify the mailroom that there is Express Mail to be picked up. A mail clerk then gets the

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package and delivers it to the supervisory mail clerk in the mailroom, who logs it into the installation mail courier's book and notifies the courier that it needs to be delivered. The mail courier then picks up the Express Mail and delivers it to the designated location. The courier's first delivery from the mailroom to the contracting division is between 9:30 a.m. and 10 a.m.; the second delivery is between 2 p.m. and 2:30 p.m., of mail picked up from the mailroom at noon.

According to the Navy, on October 14, bid opening day, the guard house did not call the mailroom until 11 a.m. The mail clerk then picked up McGrail's package and properly delivered it to the supervisory mail clerk. The Navy states that the supervisory mail clerk, however, either failed to call the mail courier to deliver the package, or the mail courier simply forgot to do so. In either case, McGrail's bid remained under the counter in the mailroom until the next day, when it was delivered to the contracting division at 9:30 a.m.

The Navy determined that the bid could be accepted because government mishandling caused the bid to be late and no prejudice to other bidders would result since the bid was in the Navy's possession prior to bid opening. In this respect, a late bid sent by Express Mail may be considered if it was received before the contract was awarded and its late receipt was due solely to government mishandling after the bid was timely received at the government installation. Excel Services, Inc., B-217184, et al., May 8, 1985, 85-1 C.P.D. ¶ 514.

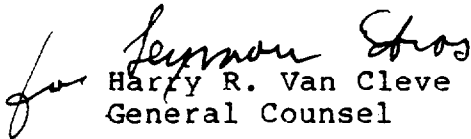
West End protests that McGrail's bid was delivered late because it was in an envelope that was not marked to indicate that a bid was enclosed, and did not state the solicitation number or the bid opening time, as required by the IFB. The Navy responds that even if the envelope had been properly marked it would have been delivered according to the same procedures, and argues that the only reason the bid was late was because agency personnel failed to follow the established procedures. The Navy states that marking on the envelope would have made a difference only if the mailroom had received the bid after noon so that it would not have been included in the mail courier's second run.

We think the Navy properly considered McGrail's bid. In prior decisions of this Office we have endorsed the rejection of a bid as late where the bidder contributed to the late

delivery by failing to identify the envelope properly as a bid. See, e.g., Edmonds Electric Co., et al., B-213145, et al., Apr. 24, 1984, 84-1 C.P.D. ¶ 468. Those cases generally involve situations where the agency had expedited procedures that would have been used to deliver a properly identified bid. Id. Here, the Navy uses special procedures to deliver a bid from the mailroom to the contracting office only where the bid arrives in the mailroom after the noon mail pick up; if McGrail's bid had not arrived before that time, the lack of identifying information on it might well have been important in deciding whether it could be considered. The fact is, however, that McGrail's bid was in the guard house on the previous day and was delivered to the mailroom in the early morning, so that it would have been delivered--had it not been kept under the counter--according to the usual procedures even if it had been marked as a bid. McGrail's failure to mark the package thus was irrelevant to the bid's being late.

It is clear from the record that McGrail's bid was at the Navy installation in sufficient time to be timely delivered to the contracting division before bid opening, and the Navy's admitted failure to follow its established delivery procedures caused the bid to be late. Accordingly, McGrail's bid properly was considered for award. -

The protest is denied.


Harry R. Van Cleve
General Counsel